

NOTICE AND CALL OF PUBLIC MEETING

GOVERNMENTAL BODY: THE CITY COUNCIL OF CRESCO, IOWA
DATE OF MEETING: JUNE 21, 2021
TIME AND PLACE OF MEETING: 5:30 P.M. CITY HALL, 130 N PARK PLACE

PUBLIC NOTICE IS HEREBY GIVEN THAT THE ABOVE MENTIONED GOVERNMENTAL BODY WILL MEET AT THE DATE, TIME AND PLACE SET OUT ABOVE. THE TENTATIVE AGENDA FOR SAID MEETING IS AS FOLLOWS:

ROLL CALL: BRENNO, McCONNELL, FORTUNE, BOUSKA, CARMAN

ACT ON THE CONSENT AGENDA: All items listed under the consent agenda will be enacted by one motion. There will be no separate discussion of these items unless a request is made prior to the time council votes on the motion.

1. Approval of the Agenda
2. Approval of the Claims
3. Approval of Minutes from June 7, 2021
4. Approval of Class C Liquor License with Sunday Sales to Cuautla Jalisco Inc
5. Approval of Application for Tax Abatement under the Urban Revitalization Plan for Cresco Building Service Inc

STAFF REPORTS: There may be action taken on each of the items listed below.

1. Public Works
2. Police
3. Administration
4. Committee Updates

COMMENTS FROM AUDIENCE:

BUSINESS: There may be action taken on each of the items listed below.

1. Trisha Wilkins Executive Director for Northeast Iowa Community Action to Discuss Services Offered
2. Review Quotes for Excavation Contract for July 1, 2021 – June 30, 2022 and Possible Award of Contract
3. Resolution Authorizing the Mayor and City Clerk to Enter into an Industrial Sewer Rental Agreement with Cresco Food Technologies LLC
4. Resolution Committing Fund Balance Resources for General Funds and Special Revenue Funds (GASB 54)
5. Resolution Authorizing Transfer of Funds for FY 2021 (June Transfers)
6. Resolution Authorizing Transfer of Funds Over-Budget
7. Motion to Write Off Uncollectible Customer Accounts for FYE June 30, 2021

8. Motion to Change the July 5th Council Meeting Date to Wednesday, July 7, 2021 due to the Holiday
9. Resolution Authorizing the City Clerk to Sign Documents and File Necessary Paperwork for the American Rescue Plan Act
10. Recommendation of Boards and Commissions to Appoint Members for a Term of Three Years Expiring 6/30/2024:
 - a. Board of Adjustment to Reappoint Richard Holten
 - b. Board of Adjustment to Appoint Alison Holten (to Replace Brian Balk)
 - c. Library Board of Trustees to Reappoint Janis Rockabrand
 - d. Library Board of Trustees to Reappoint Sally Godwin
 - e. Airport Commission to Appoint Clair Pecinovsky (to Replace Kevin Schrage)
 - f. Theatre Commission to Reappoint Tara Henry
 - g. Theatre Commission to Reappoint Kari Waterbeck
11. Discuss Time Limits for Supervised Display of Fireworks
12. Approval of Permit for Supervised Display of Fireworks for:
 - a. Bryan Sheehy at H&S Motors on 7/2/21
 - b. Alan Lewis, 808 Vernon Rd on 7/4/21 (Revised Date)
13. Resolution Authorizing the City Clerk to Sign Agreements Activating FrontDesk with gWorks and Processing Payments through Forte
14. Discuss Airport Hangars
15. Discuss Issues Regarding COVID-19 Pandemic

ADJOURN:

THIS NOTICE IS GIVEN AT THE DIRECTION OF THE MAYOR PURSUANT TO CHAPTER 21, CODE OF IOWA AND THE LOCAL RULES OF SAID GOVERNMENTAL BODY. POSTED JUNE 18, 2021.

Mayor Bohle called the Cresco City Council meeting to order on June 7, 2021, at 5:30 pm. Council Members Brenno, McConnell, Fortune, Bouska, and Carman were present. No council members were absent.

Carman made the motion to approve the consent agenda which included approval of the: agenda; claims; minutes from May 17, 2021 meeting; Class E Liquor License with Class C Beer Permit and Class B Native Wine Permit and Sunday Sales to Fareway Stores, Inc. d/b/a Fareway Stores, Inc. #815; utilizing parking stalls on North Elm Street for Ridiculous Day on July 15, 2021; permits for supervised display of fireworks for: (a) Kevin Magic, 1115 Cambridge Street on 7/3/21, (b) Josh & Amy Bollman, 1207 3rd St SW on 7/10/21 (rain date 7/17/21), (c) Alan Lewis, 808 Vernon Rd on 7/3/21; Cigarette/Tobacco Permits for: (a) Casey's Marketing dba Casey's General Store #2511, (b) Fareway Stores Inc. dba Fareway Store #815, (c) JAGDAMBE, LLC dba Cresco Mart, (d) Aaron & Sheila Wemark dba The Ox & Wren Spirits and Gifts, (e) Big Daddy Hideaway Corp. dba Hideaway Lounge, (f) Kwik Trip, Inc. dba Kwik Star #428, (g) DOLGENCORP, LLC dba Dollar General #2400. Brenno seconded and Carman, McConnell, Brenno and Fortune voted aye. Bouska voted nay due to fireworks permits. The motion passed by majority vote.

Public Works Director Widell reported: (a) the 5th Ave SW watermain looping project was finished today. The concrete will be poured next week with a detour for a day; (b) yardwaste pick up is done until October; (c) annual chipsealing will be starting soon; (d) still looking for two members to be on the Planning & Zoning Commission; (e) Shawn Erickson has been hired to fill the Sewer Operator position and will start June 21st.

The May police report was submitted to Council.

City Clerk Girolamo reported the Auditors will be here the week of July 12th. Teresa, Michelle, and Nate will attend classes at the Iowa League of Cities conference in September.

Theatre Manager Lickteig reported on upcoming events at the Theatre including: 7/17 80's Block Party; 7/22-25 CCT – Shrek the Musical; 8/8 Sister Luv; 9/18 David K as Roy Orbison; 10/9 Kitty Wells Tribute Band; 12/4 Joseph Hall Elvis Rock n' Remember Christmas. Movies scheduled are new releases with several that will be shown on opening nights.

McConnell reported the Firefighters Golf Tournament was very successful with 32 teams and lots of sponsors.

Mayor Bohle asked for comments from the audience and there were none.

Mayor Bohle opened the Public Hearing for Budget Amendment #3 for fiscal year ending June 30, 2021. There were no written or oral comments and the public hearing was closed. Bouska made the motion to approve the Resolution Approving Budget Amendment #3. Carman seconded and it passed all ayes.

Alliant Energy representatives, Dustin Mohs and Jacob Semann, informed Council of Alliant's decision to move the local service technician's truck to Decorah. Bill Peterson currently lives in Cresco and, after January, his truck will be located in Decorah. Alliant explained the reason this move is justified is because of the lower number of outages reported in Cresco which they attribute to improvements to the system and installation of smart meters. Council was very concerned with the loss of a service technician based in Cresco affecting the response time for outages as well as emergency situations such as fires or accidents involving electrical services.

PWD Widell reported that requests for quotes for a rock storage shed were sent out. Three were returned but one did not include the concrete so it was not considered. The quotes received were: A&J Construction \$16,476 and 3B Construction \$40,482.80. Bouska made the motion to accept the quote from A&J Construction. Fortune seconded and it passed all ayes.

Two quotes were received for a new tractor for the Street Dept mower: Koshatka Farm Equipment \$21,550 for a New Holland Workmaster 60 Tractor and Windridge Implements \$20,769.54 for a Farmall 60A Tractor. Fortune made the motion to approve the low quote from Windridge. McConnell seconded and it passed all ayes.

Carman made the motion to waive the building permit fee for Howard County Agricultural Society for the addition to the Historical Museum. Bouska seconded and it passed all ayes.

The Mayor performed the third reading of Ordinance No. 489 amending the Code of Ordinances of the City of Cresco, Iowa, by amending provisions pertaining to water rates. Brenno made the motion to approve the third reading. McConnell seconded and it passed all ayes. Bouska made the motion to approve Ordinance No. 489. Brenno seconded and it passed all ayes.

Mayor Bohle performed the third reading of Ordinance No. 490 amending the Code of Ordinances of the City of Cresco, Iowa, by amending provisions pertaining to sewer service charges. Brenno made the motion to approve the third reading. Bouska seconded and it passed all ayes. Carman made the motion to approve Ordinance No. 490. Brenno seconded and it passed all ayes.

Council discussed adding energy efficiency incentives to the Urban Revitalization Plan. Council was in favor of adding an incentive for the multi-family tax abatement based on Star Energy inspections.

Bouska made the motion to approve the Resolution approving the Wage and Benefit Agreement for full-time non-union employees granting a 3% raise effective July 1, 2021. Fortune seconded and it passed all ayes.

Brenno made the motion to approve the Resolution approving a 3% wage increase for specified permanent part-time employees effective July 1, 2021. Fortune seconded and it passed all ayes.

Brenno made the motion to approve the Resolution approving rate of pay for the Cresco Community Fire Department. The resolution increases the rates by \$1 per hour effective July 1, 2021. McConnell seconded and it passed all ayes.

Bouska made the motion to approve the Resolution Naming Depositories. Carman seconded and it passed all ayes.

The Investment Policy will be reviewed and approved at the next Council meeting.

Council discussed proposals for Capital Improvement Planning from Pat Callahan, Callahan Municipal Consultants, for \$4,500-\$8,000 and from Elizabeth Hanson, Midwest Municipal Consulting, for \$10,000. Council was impressed with both proposals and thought either would do a good job. Brenno made the motion to approve the lower proposal and award the contract to Pat Callahan. Fortune seconded and it passed all ayes.

Council discussed amending the Code of Ordinances to address rules for parking recreational vehicles on private property and adhering to the setback rules.

Carman reported the Hospital is working on a plan to administer vaccinations at the Fair if the logistics can be worked out.

Carman moved to adjourn the Council Meeting at 6:27 pm. Brenno seconded and it passed all ayes. The next regular Cresco City Council meeting will be June 21, 2021, at 5:30 pm at Cresco City Hall.

Following is a list of claims approved for payment:

AHLERS&COONEY	Legal	143.00	MURPHY,DANEA	DpRf	80.00
ALLIANT	Elect	10,750.94	NC LAB	Chems	49.83
ALUM-LINE	Bleachers	1,570.00	NE IA MOTORS	Srvc	500.04
BLACK HILLS	Gas	2,784.47	PAYROLL		80,015.21
BOB'S ELEC	Srvc	1,581.54	POSTMASTER	Postage	607.77
BONILLA,DAVID	DpRf	80.00	PRINCIPAL LIFE	Ins	95.75
BROWN SUPPLY	Supp	260.00	REICHSTADT,KOBY	DpRf	80.00
BRUENING	Chips	5,135.63	ROGNE SPRAY	Srvc	1,644.73
CARRICO	Chems	575.00	ROSALES,RAY	DpRf	49.96
CITY LAUNDERING	Srvc	621.32	RUFFRIDGE JOHNSON	Parts	3,570.05
CITY OF CRESCO	Util	1,294.82	RUPPERT	Supp	946.39
CR FIRE SAFETY	Srvc	879.50	SCHOLASTIC	Books	305.44
CR SHOPPER	Ads	422.00	SCHWICKERT'S	Rprs	690.00
CR TPD	Notices	518.81	SEBASTIAN,JOAN	DpRf	49.30
CR BOOSTER CLUB	Ad	50.00	SMI	Chips	55.00
CROELL	Concr	183.00	SOLAR PRO	Solar	4,575.27
CULLIGAN	Srvc	84.59	SOLUTIONS	Srvc	192.00
DALCO	Supp	537.19	SQUARE	CCfees	16.47
DANA,DANIEL	DpRf	59.55	STOREY KEN	Supp	364.42
DC COMM	Phone	24.79	TASC	Fees	283.29
DELUXE ECHOSTAR	Movie	160.00	THOMAS,MARTY	DpRf	80.00
DIAMOND IMAGE	SpecEvt	1,392.00	THOMPSON TRUCK	Parts	302.06
DIAMOND VOGEL	Paint	214.20	TRUCK COUNTRY	Parts	24.95
DIETZ,JAMES	DpRf	80.00	VERIZON	Wireless	223.43
DIETZENBACH,KEVIN	DpRf	54.18	WHITE,GLENN	DpRf	80.00
DISHINGER,LONNIE	DpRf	80.00	WHKS	Engr	2,634.40
DOLINSHEK,MICHAEL	DpRf	80.00	WILSON,MIKE	Movie	150.00
EMPL BENE SYS	Fees	224.00	WINDRIDGE IMP	Parts	292.00
FAREWAY	Conces	498.00	WINDSTREAM	Phone	703.52
FENCO	Supp	55.90	ZIEGLER	Equip	6,517.00
GILLETTE PEPSI	Conces	758.46	GENERAL		105,550.44
H&S MOTORS	Srvc	104.02	LOST PROJ		6,517.00
HAWKINS	Chems	54.00	FIRE STATION BLDG		311.83
HENKES,AMANDA	DpRf	80.00	EQUIP REPL		53.53
HERMANSON,BERNARD	DpRf	49.30	CR COMM FIRE		450.22
HILLYER,BEN	Tmg	115.80	ROAD USE		25,003.93
HOW CO	ShrdLec	6,548.86	EMPL BENE		358.44
HC EMERG	Dues	19,340.00	REHAB HOUSE		71.15
IMOEHL,ZACH	DpRf	50.50	PARK TRUST		1,570.00
INSPIRE(D) MEDIA	Ad	380.00	WATER		12,976.96
IA DNR	Certs	450.00	WATER DEP		1,242.09
IA DOT	Paint	1,961.41	SEWER OP		10,832.16
IMFOA	Fee	125.00	SEWER REPL		1,140.00
IA ONE CALL	OneCalls	74.70	CAP IMPR		77.05
JD FIN	Supp	961.33	YARDWASTE		893.09
KCZQ-FM	Ad	100.00	TOTAL FUNDS		167,047.89
KOHR,NANCY	DpRf	49.30	Revenues 5/18-6/7/21		235,387.64
LOVEN,MARIE	DpRf	80.00			
LT MECH	Srvc	112.50			
MCCALLEY,HALEIGH	DpRf	80.00			

Services <https://directory.iowa.gov/services/index?_ga=1.10148237.460461096.1481472053&_gl=1c2368716327b>
 Agencies <https://directory.iowa.gov/agencies/index?_ga=1.10148237.460461096.1481472053&_gl=1c2368716327b>
 Social <https://directory.iowa.gov/social/index?_ga=1.10148237.460461096.1481472053&_gl=1c2368716327b>

License Application (LC0043547)

Applicant

Name of Legal Entity : Cuauhtla Jalisco Inc
 Name of Business(DEA) : Cuauhtla Jalisco Inc
 Address of Premises : 223 N Elm St
 City : Cresco
 County : Howard
 Zip : 52136
 Business : (563) 203-9087
 Mailing Address: 223 N Elm St
 City : Cresco
 State : Iowa
 Zip : 52136

Contact Person

Name : Esperanza Barajas
 Phone : (850) 907-4034
 Email : dksgr@dkiamtcpa.net

License Information

License Number : LC0043547
 License/Permit Type : Class C Liquor License
 Term : 12 Month
 Effective Date : 2021-08-20
 Expiration Date : 2022-08-19
 Sub-Permits/Privileges : Sunday Sales

Status of Business

Business Type : Privately Held Corporation

Ownership

Eduardo Cibrian
 City : Garner
 State : Iowa
 Zip : 50438
 Position : Owner
 % of ownership : 100
 U.S. Citizen : Yes

Insurance Company Information Mount Vernon Fire Ins Co.

APPLICATION FOR TAX ABATEMENT UNDER THE
URBAN REVITALIZATION PLAN FOR

CRESCO, IOWA

Date 6/9/2021

Prior Approval for
Intended Improvements

Approval of Improvements
Completed

Address of Property: 517 3RD Ave SW Cresco IA 52136

Legal Description: Lots 8+9 JR SURV E 1/2 NE
Steel Building 80X150

Title Holder or Contract Buyer: Cresco Building Service Inc

Address of Owner (if different than above): 521 2nd Ave SW

Phone Number (to be reached during the day): ~~515-220-0000~~

Property Use: Residential Multi-Residential Commercial

Nature of Improvements: New Construction Rehab/Addition General Improvements

Specify: 80X150 Steel Building

Estimated or Actual Cost of Improvements:

Estimated or Actual Date of Completion: 7/1/2021

If applicable, the name(s) of the tenants (if different than the owner) that occupied the property on November 3, 2008: _____

Signed: 

Tax Exemption Schedule:

Residential: 100% exemption on the first \$75,000 of actual value added for 3 years.

Multi-Residential/Commercial: 100% exemption of actual value added for 3 years.

**CITY OF CRESCO
CASH & INVESTMENT BY FUND
AS OF MAY 31, 2021**

	CASH BALANCE	MONEY MKT BALANCE	CD BALANCE	OTHER BANK BALANCE	FUND BALANCE	
001	General Fund	10,504.08	902,800.00	420,000.00	-	1,333,304.08
001	General Fund - Theatre	-	-	-	6,550.99	6,550.99
001	General Fund - Credit Card Processing	-	-	-	3,500.00	3,500.00
001	General Fund - RAGBRAI	-	-	8,955.76	-	8,955.76
002	General Fund-Hotel/Motel	354.59	24,000.00	10,000.00	-	34,354.59
022	Local Option Tax Project	124.04	909,000.00	600,000.00	-	1,509,124.04
065	Nuisance House Fund	899.05	3,000.00	-	-	3,899.05
078	Fire Station Building	525.38	12,000.00	-	-	12,525.38
087	Equipment Replace	529.01	12,000.00	18,000.00	-	30,529.01
090	Office/Computer Equip.	999.97	8,000.00	20,000.00	-	28,999.97
091	Street Equipment Trust	82.84	56,000.00	70,000.00	-	126,082.84
092	Theatre Trust	590.29	7,000.00	34,000.00	-	41,590.29
094	Airport Trust	184.46	30,000.00	27,000.00	-	57,184.46
098	Cresco Community Fire	357.00	63,000.00	22,000.00	-	85,357.00
110	Road Use Tax Fund	59.01	406,000.00	245,000.00	-	651,059.01
112	Employee Benefits Trust	199.06	321,000.00	500,000.00	-	821,199.06
119	Emergency Fund	506.32	16,000.00	18,000.00	-	34,506.32
160	CIDC/CityRevol.Loan-bus.	238.11	83,700.00	-	-	83,938.11
177	Police Forfeiture Fund	240.13	-	-	-	240.13
182	Rehab Housing	934.63	30,000.00	-	-	30,934.63
183	Equip.Repair-Fitness Ctr	146.39	7,000.00	70,000.00	-	77,146.39
184	City Park Trust	175.63	50,000.00	-	-	50,175.63
185	Recreation Supply	373.22	12,000.00	-	-	12,373.22
186	Park Tree Trust	533.82	5,000.00	-	-	5,533.82
188	Fire Equipment Trust	300.69	29,000.00	-	-	29,300.69
189	Library Trust	199.33	18,000.00	10,000.00	-	28,199.33
200	Debt Service Fund	250.50	56,000.00	-	-	56,250.50
322	Scene Shop Project Fund	614.04	5,000.00	8,000.00	-	13,614.04
600	Water Utility Fund	1,340.38	241,000.00	150,000.00	-	392,340.38
601	Water Deposit Trust	913.84	23,000.00	10,000.00	-	33,913.84
602	Water Utility Replacement	1,013.54	277,000.00	270,000.00	-	548,013.54
610	MSSU Revenue	1,468.22	343,000.00	341,000.00	-	685,468.22
612	MSSU Operatlon/Maint	982.72	-	-	-	982.72
613	MSSU Replacement	738.57	723,000.00	380,000.00	-	1,103,738.57
614	MSSU Rev.Bond Int	808.45	-	32,000.00	-	32,808.45
620	Cap Imp Water, Sewer, Storm	768.95	83,000.00	-	-	83,768.95
670	Yard Waste Fund	669.24	36,000.00	90,000.00	-	126,669.24
820	Health Ins Partial Self Fund	-	-	60,000.00	55,013.03	115,013.03
Totals		28,625.50	4,791,500.00	3,413,955.76	65,064.02	8,299,145.28
		0%	58%	41%	1%	<u>8,299,145.28</u>

Checking - Cresco Bank & Trust (operating) 0.05% 28,625.50
 Checking - CB&T (credit cards) 0.00% 3,500.00
 Theatre Checking (CB&T) 0.00% 6,550.99

Money Market - Cresco Bank & Trust 0.10% 4,791,500.00
 MMKT Hlth Ins Partial Self Funded 0.05% 55,013.03

CD RAGBRAI - 3 yr - matures 9/14/23 (CUSB) 0.65% 8,955.76
 CD Safe-T-Fund -6 mth - matures 11/17/21 0.30% 60,000.00
 CD - 12 month - matures 5/15/21 (CUSB) 0.67% 0.00
 CD - 6 month - matures 6/28/21 (CB&T) 0.45% 3,345,000.00

Eligible for Exchange Rate - 1 time higher interest rate

\$ 8,299,145.28

CITY OF CRESCO
 REVENUE REPORT
 CALENDAR 5/2021, FISCAL 11/2021

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	% RECEIVED
	GENERAL TOTAL	177,248.97	2,825,214.32	3,414,450.00	82.74
	HOTEL/MOTEL TAX TOTAL	4,011.28	18,605.30	22,000.00	84.57
	LOST PROJECT TOTAL	41,568.92	487,187.67	543,150.00	89.70
	NUISANCE HOUSE TOTAL	85.21	1,351.59	22,600.00	5.98
	FIRE STATION BUILDING TOTAL	3,614.88	21,813.73	45,700.00	47.73
	EQUIPMENT REPLACEMENT TOTAL	34.18	4,103.01	4,500.00	91.18
	OFFICE EQUIPMENT TOTAL	27.23	90.07	100.00	90.07
	STREET TRUST TOTAL	23.92	54,195.24	55,300.00	98.00
	THEATRE TRUST FUND TOTAL	20.49	30,290.36	34,100.00	88.83
	DRUG DOG TOTAL	.00	2.08	.00	.00
	AIRPORT TRUST FUND TOTAL	10,062.11	10,163.34	6,950.00	146.24
	CRESCO COMMUNITY FIRE TOTAL	6,771.72	95,342.85	77,900.00	122.39
	ROAD USE TAX TOTAL	39,413.45	528,609.33	540,000.00	97.89
	EMPLOYEE BENEFITS TOTAL	14,884.63	537,813.64	556,413.00	96.66
	EMERGENCY FUND TOTAL	787.61	34,506.32	34,700.00	99.44
	LOCAL OPTION SALES TAX TOTAL	44,257.41	536,169.93	583,500.00	91.89
	REVOLVING LOAN TOTAL	1,362.42	25,315.83	20,000.00	126.58
	POLICE FORFEITURE FUND TOTAL	.00	125.00	.00	.00
	REHAB HOUSE TOTAL	3,398.10	60,569.71	191,200.00	31.68
	FITNESS CENTER TRUST TOTAL	333.81	89,729.71	89,200.00	100.59
	PARK TRUST TOTAL	1,603.51	54,591.57	91,600.00	59.60
	RECREATION SUPPLY TOTAL	14.17	34.43	10,200.00	.34
	PARK TREE TRUST TOTAL	17.02	33.91	.00	.00
	FIRE EQUIPMENT TOTAL	6,636.18	77,864.68	84,200.00	92.48
	LIBRARY TOTAL	6,116.10	6,231.79	10,000.00	62.32
	DEBT SERVICE TOTAL	59,591.23	546,680.03	551,700.00	99.09
	STREET ASSESSMENT TOTAL	.00	.60	.00	.00
	SCENE SHOP PROJECT TOTAL	.35	43,167.17	40,000.00	107.92
	WATER TOTAL	47,522.71	525,477.40	602,800.00	87.17
	WATER DEPOSIT TOTAL	1,280.00	11,333.08	13,000.00	87.18
	WATER EQUIPMENT REPLACE TOTAL	271.06	312,396.44	315,600.00	98.98
	SEWER TOTAL	66,423.95	746,875.64	832,900.00	89.67
	SEWER OPERATIONS TOTAL	117,000.00	546,500.00	642,300.00	85.08
	SEWER REPLACEMENT PROJ TOTAL	750.77	402,263.64	509,000.00	79.03
	SEWER SINKING TOTAL	26.67	31,147.57	31,450.00	99.04
	PROPRIETARY CAP IMPROVE TOTAL	6,669.82	84,847.31	95,900.00	88.47
	YARDWASTE TOTAL	3,161.23	35,525.53	41,300.00	86.02
	SELF INSURANCE TOTAL	4,033.56	41,181.22	.00	.00
	TOTAL REVENUE BY FUND	669,024.67	8,827,351.04	10,113,713.00	87.28

CITY OF CRESCO
 BUDGET REPORT (Expenses)
 CALENDAR 5/2021, FISCAL 11/2021

ACCOUNT NUMBER	ACCOUNT TITLE	MDT BALANCE	YTD BALANCE	BUDGET	% SPENT
	GENERAL TOTAL	213,934.05	2,539,859.34	3,180,550.00	79.86
	HOTEL/MOTEL TAX TOTAL	.00	13,218.24	22,000.00	60.08
	LOST PROJECT TOTAL	29,562.12	182,564.97	452,900.00	40.31
	NUISANCE HOUSE TOTAL	.00	50.00	22,400.00	.22
	FIRE STATION BUILDING TOTAL	1,083.60	15,065.28	47,900.00	31.45
	EQUIPMENT REPLACEMENT TOTAL	59.43	457.27	1,000.00	45.73
	STREET TRUST TOTAL	.00	36,970.07	134,000.00	27.59
	THEATRE TRUST FUND TOTAL	.00	.00	7,000.00	.00
	DRUG DOG TOTAL	.00	3,687.97	3,700.00	99.67
	CRESCO COMMUNITY FIRE TOTAL	16,624.27	76,137.39	77,900.00	97.74
	ROAD USE TAX TOTAL	26,224.54	412,732.88	570,900.00	72.30
	EMPLOYEE BENEFITS TOTAL	41,964.17	475,224.79	593,650.00	80.05
	EMERGENCY FUND TOTAL	.00	.00	34,700.00	.00
	LOCAL OPTION SALES TAX TOTAL	44,257.41	536,169.93	583,500.00	91.89
	REVOLVING LOAN TOTAL	.00	12.00	20,000.00	.06
	REHAB HOUSE TOTAL	17,992.15	83,860.30	190,700.00	43.97
	FITNESS CENTER TRUST TOTAL	24,442.52	55,627.18	57,000.00	97.59
	PARK TRUST TOTAL	.00	10,409.72	63,500.00	16.39
	RECREATION SUPPLY TOTAL	.00	.00	10,000.00	.00
	PARK TREE TRUST TOTAL	.00	1,799.00	1,800.00	99.94
	FIRE EQUIPMENT TOTAL	21,846.75	77,814.30	78,000.00	99.76
	LIBRARY TOTAL	.00	2,015.31	2,200.00	91.61
	DEBT SERVICE TOTAL	327,266.50	551,613.72	552,100.00	99.91
	STREET ASSESSMENT TOTAL	.00	7,093.04	7,100.00	99.90
	SCENE SHOP PROJECT TOTAL	.00	29,553.13	40,000.00	73.88
	WATER TOTAL	31,950.39	663,515.15	749,000.00	88.59
	WATER DEPOSIT TOTAL	952.93	8,605.58	13,000.00	66.20
	WATER EQUIPMENT REPLACE TOTAL	9,507.80	30,697.80	253,200.00	12.12
	SEWER TOTAL	117,000.00	978,500.00	1,174,300.00	83.33
	SEWER OPERATIONS TOTAL	116,074.24	546,310.60	635,300.00	85.99
	SEWER REPLACEMENT PROJ TOTAL	.00	11,616.80	501,000.00	2.32
	SEWER SINKING TOTAL	72,996.00	77,731.00	76,450.00	101.68
	PROPRIETARY CAP IMPROVE TOTAL	27,223.28	80,048.48	80,300.00	99.69
	YARDWASTE TOTAL	3,347.94	35,050.17	39,200.00	89.41
	SELF INSURANCE TOTAL	895.11	43,844.34	.00	.00
	TOTAL EXPENSES BY FUND	1,145,205.20	7,587,855.75	10,276,250.00	73.84

NEICAC - OUR LOCAL COMMUNITY ACTION NETWORK

America was built on the promise that every family should have opportunity for success. Whether our neighbors are experiencing a temporary setback or face a continuous challenge to meet their basic needs – too many struggle to achieve a good quality of life. On a national level, nearly 40 million people are still living in poverty and even more are just one missed paycheck away from hardship. We believe everyone should be able to take care of their families and have an equal opportunity at success. On a national level, Community Action Agencies serve 99% of all American counties with life-changing services to help families achieve financial stability. All agencies are locally controlled and represented by the private, public and low-income sectors of the community. Northeast Iowa Community Action Corporation (NEICAC), your local non-profit agency, works to create opportunities and improve the lives of others while also striving to make our communities stronger. The organization began in 1965 and continues today to serve the northeast Iowa counties of Allamakee, Bremer, Chickasaw, Clayton, Fayette, Howard and Winneshiek.

CONNECTS INDIVIDUALS AND FAMILIES TO APPROACHES THAT HELP THEM SUCCEED

- ❖ Early Childhood Programs – Early Head Start & Head Start
- ❖ Family Support Services
- ❖ Stable & Affordable Housing
- ❖ Budget Counseling
- ❖ Public Transit
- ❖ Pregnancy Prevention
- ❖ Low Income Home Energy Assistance
- ❖ Weatherization
- ❖ Emergency Assistance

CREATES COMMUNITY CHANGE AND IMPACT NEICAC works with our local, state and nationwide agencies to pursue community-wide solutions to barriers holding families back from success. In addition, our work and service to clients positively impacts your community's economy. Weatherization, Home Energy, Early Childhood Programs serve as examples to that.



NORTHEAST IOWA COMMUNITY ACTION CORPORATION (NEICAC)

DECORAH, IOWA

SERVING IOWA COUNTIES OF:

- 📍 ALLAMAKEE
- 📍 BREMER
- 📍 CLAYTON
- 📍 CHICKASAW
- 📍 HOWARD
- 📍 FAYETTE
- 📍 WINNESHIEK

Mission Statement

Through dynamic partnerships, quality family services, advocacy, and education, NEICAC advances community development and improves social and economic conditions for individuals and families with limited resources.

Vision Statement

Create inclusive communities with equitable access to resources and opportunities where all individuals and families thrive.

THE ROAD AHEAD

As communities continue to recover from the impact of COVID-19, National Community Action Partnership (NCAP)* and CAAs will continue to offer critical support through innovative programs and resources. Many of these initiatives can be replicated in other communities.

To learn more, visit

<https://communityactionpartnership.com>

“According to the US Census Bureau, nearly 11,000 people in the NEICAC seven-county service area are living at or below 100% of the federal poverty guidelines. From 10/1/19-9/30/20, NEICAC programs assisted 6,570 of those individuals.”



*The National Community Action Partnership (NCAP) is the hub that links the nation's 1,000+ Community Action Agencies to each other—and to leaders looking for solutions. America's Community Action Agencies embody our nation's spirit of hope, change people's lives and improve communities. When national, state and local leaders tap into these agencies' experience, they can promote workable solutions that connect more families to opportunity—and make America a better place to live for everyone.

This publication was created by the National Association of Community Action Agencies—Community Action Partnership, in the performance of the U.S. Department of Health and Human Services, Administration for Children and Families, Office of Community Services. Grant Number, 90ET0469-01-01. Any opinion, findings, and conclusions, or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Health and Human Services, Administration for Children and Families.



NEICAC COVID-19 PROGRAMS

Low-Income Home Energy Assistance

- ❖ Households at or below 200% FPL will qualify for LIHEAP Crisis Program, heating unit tune & clean or repair and/or replacement (previously 175% FPL)
- ❖ Expenditure limits increased for heating unit repair/replacement and emergency deliveries. Households qualify for emergency delivery when fuel tanks reach 30%

Iowa Rent & Utility Assistance Program

- ❖ Eligible renters receive assistance for past due rent and utility payments
- ❖ Up to 12 months of combined assistance
- ❖ Eligible renters are those with income no more than 80% AMI
- ❖ One or more household members have qualified for unemployment or experienced reduction in household income, incurred significant costs or other financial hardship due to COVID
- ❖ Household can demonstrate a risk of experiencing homelessness or housing instability
- ❖ Online application available - <https://www.iowafinance.com/iowa-rent-and-utility-assistance-program/>

Low-Income Household Water Assistance Program

- ❖ Funding to assist households with water and wastewater bills
- ❖ Same eligibility criteria as Low-Income Home Energy Assistance
- ❖ Funding released to states anticipated at the end of May



RESOLUTION NUMBER _____

**RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK
TO ENTER INTO AN INDUSTRIAL SEWER RENTAL AGREEMENT
WITH CRESCO FOOD TECHNOLOGIES LLC.**

WHEREAS, the City of Cresco maintains an Industrial Sewer Rental Agreement with Cresco Food Technologies LLC because it is a significant industrial user as defined by the Iowa Department of Natural Resources in Rule 567 IAC 60.2(455B); and

WHEREAS, the agreement needs to be reviewed and updated periodically.

NOW, THEREFORE, BE IT RESOLVED THAT the Mayor is authorized and directed to sign the written Industrial Sewer Rental Agreement with Cresco Food Technologies, LLC.

Council Person _____ moved the adoption of the foregoing Resolution Authorizing the Mayor and City Clerk to enter into an agreement with Cresco Food Technologies LLC. Council Person _____ seconded said motion. A roll call vote was requested by the Mayor and said roll call vote resulted as follows:

Ayes: _____

Nays: _____

Absent: _____

Thereupon, the Mayor declared said Resolution duly passed and announced that the agreement dated July 1, 2021, between the City of Cresco and CRESCO FOOD TECHNOLOGIES LLC is approved and that the Mayor and City Clerk are authorized to execute the agreement on behalf of the City of Cresco.

PASSED AND APPROVED THIS ____ DAY OF _____, 2021.

BY: _____
Mayor Mark Bohle

ATTEST: _____
City Clerk Michelle Elton

INDUSTRIAL SEWER RENTAL AGREEMENT

BETWEEN

CRESCO FOOD TECHNOLOGIES LLC

AND

CITY OF CRESCO, IOWA

EFFECTIVE 07/01/2021

EXPIRES 06/30/2022

INDUSTRIAL SEWER RENTAL AGREEMENT

In this agreement entered into this ____ day of _____, 2021, between the City of Cresco, Iowa, hereinafter known as the "Owner" and Cresco Food Technologies LLC at 717 2nd Ave SE, Cresco, IA 52136, hereinafter known as the "User."

It is hereby agreed that the Owner shall provide the use of its water pollution control facilities in accordance with the effluent limitations, monitoring requirements and other conditions set forth in this Agreement. Water pollution control facilities include the municipal sanitary sewer collection system and publicly owned treatment works (POTW).

It is hereby agreed that the User will adhere to the Plan of Action filed with the Iowa Department of Natural Resources (IDNR) dated December 19, 2012. If the Plan of Action is not followed, the City reserves the option to suspend sanitary service to CFT until deficiencies are corrected.

A. AGREEMENT EXPIRATION DATES

- a. The conditions of this Agreement become effective immediately upon issuance. The conditions of this Agreement supersede any arrangements or requirements established by the Owner pertaining to discharges from the User to the water pollution control facilities.
- b. This Agreement shall expire twelve (12) months from date of issuance. At that time, City Council shall review Agreement violations and may adjust surcharge amounts higher.

B. MODIFICATIONS TO THIS AGREEMENT

- a. If in the future it becomes necessary for the Owner to provide additional treatment facilities for a higher degree of treatment, this Agreement may be modified by the Owner to increase or decrease the rates charged the User so as to properly reflect changes in capital costs of the Owner.
- b. If operation and maintenance costs should increase significantly, this Agreement may be modified by the Owner to increase the rates charged the User so as to properly reflect changes in operating costs to the Owner.
- c. If effluent limitations for the POTW, as set forth in the NPDES permit are modified, this Agreement may be modified by the Owner to change the discharge limitations of the User during the term of the Agreement. The NPDES permit grants authority

to the Owner to discharge treated wastewater to an unnamed tributary to Silver Creek. The Owner shall notify the User of any change in the NPDES permit at least 60 days prior to the effective date of change.

- d. If analysis of discharge samples reveals a significant consistency in discharge composition, this Agreement may be modified by the Owner to reduce the frequency of sampling and/or and analysis of samples.
- e. The User shall notify the Owner 7 days in advance for new products or processes or increased production by more than 15% for an extended period of time.
- f. If the User increases its production capacity, or modifies its industrial process in such a way that the quantity or strength of its discharges will exceed the limitations of this Agreement, or modifies a discharge point into the municipal sanitary sewer collection system, a revised Agreement and new limitations shall be established. The User shall be responsible for applying for a revised Agreement at least 180 days prior to the proposed production increase or process modification.

C. INDUSTRIAL PROCESS DESCRIPTION

- a. The User is a food processing facility that handles products including but not limited to: yeasts, corn starch, soy, meat stock, buffered vinegar, hydrogenated oils, and food preservatives. The products being treated may vary on a weekly basis. It is understood by the Owner that there is a single discharge point from the User to the municipal sanitary sewer collection system. It is a continuous process so discharge is always being released to the Owner's water pollution control facilities, although flow rates vary. The discharge is from the cleaning of equipment and other uses.

D. EFFLUENT LIMITATIONS

- a. The discharge of said User into water pollution control facilities of the Owner shall not violate Chapter 97 of Cresco Code of Ordinances. The discharge shall also be in accordance with the Iowa Department of Natural Resources Operation Agreement Application Treatment Agreement for the User's facility.
- b. The discharges from the User are subject to the following limitations where they enter the municipal sanitary sewer collection system.

Table 1: Discharge Limitations

<u>Discharge Parameter</u>	<u>Daily Maximum</u>	<u>30-Day Average Limit</u>
Flow	100,000 gal/day	67,000 gal/day
BOD ₅	360 ppd	250 ppd
TKN	20 ppd	13 ppd
TSS	300 ppd	220 ppd
Fats-Oils-Grease (FOG)	150 mg/L and 84 ppd	100 mg/L and 56 ppd
Paraffin or materials that would adhere to the sewer system	0	0
PH	5.5-10.0	5.5-10.0
Selenium	*Limit will be set after conferring with DNR	

If discharge is out of these parameters for more than five (5) minutes, it will be considered a violation.

E. MONITORING

- a. Flows will be read from the User's outflow meter on a monthly basis.
- b. The User must record continuous pH measurements with a chart recorder or similar device.
- c. The User must record the instantaneous pH value of the discharge every Thursday morning at 8 AM.
- d. The User must have in place a flow proportional sampling device and must take 24 hour flow-paced composite samples of its discharge. The sampler shall capture all phases of the discharge, including suspended fats, oils, grease and other insoluble substances.
- e. The location of the User's sampler shall be located at the user's discharge pipe. All samples are required to come from this end-of-pipe location.
- f. The User shall be responsible for calibrating and maintaining its analytical and sampling instrument as required to ensure accuracy of measurements.
- g. The User shall provide calibration records for the equipment to the Owner at the Owner's request.
- h. In the event that monitoring equipment must be out of service for any length of time, the User shall inform the Owner of the condition and estimated duration of non-service immediately.
- i. The Owner shall have authority to install its own pH monitoring, sampling and flow recording equipment at any time with 30 days' notice to the User.
- j. The site for the City's temporary-sampler shall be located next to the User's sampler.

- k. The Owner shall collect grab samples from the sampling location at the Owner's discretion.
- l. The User shall grant the Owner access to the User's monitoring and recording equipment at the Owner's request for purposes of inspection or data collection.
- m. All access to the sampling station shall be inside the delivery area next to the receiving scales. The only area in the User's facility that the Owner shall enter without prior permission is the sampling area, solely for the purpose of collecting samples.
- n. The Owner shall have the discharge tested by a laboratory certified by the State of Iowa on the following basis:
 - (1) Daily: Acidity (pH) and Flow (gpd).
 - (2) At Least Twice per Week: Biological Oxygen Demand (BOD₅), Total Suspended Solids (TSS), Total Kjeldahl Nitrogen (TKN), and Fats-Oils-Grease (FOG).
 - (3) Monthly Composite: Selenium (SE). Two daily samples will be drawn. One will be used for the monthly composite test. One will be stored until satisfactory results are received from the lab for the monthly composite test. Upon confirmation that no issues were identified, the sample can be destroyed. More frequent testing will be required if Selenium levels increase.
 - (4) Any Day When the Industrial Process Significantly Changes or Equipment Washdown Occurs and Testing Has Not Already Been Done: Acidity (pH), Biological Oxygen Demand (BOD₅), Total Suspended Solids (TSS), Total Kjeldahl Nitrogen (TKN), and Fats-Oils-Grease (FOG).
 - (5) Periodically test for heavy metals including, but not limited to, copper and selenium.

F. REPORTING

- a. The User must have reports available for review by the Owner containing the daily records of pH, analytical test results corresponding to the monitoring and testing schedule shown in Section E, and calculated loads discharged to the Owner. The report must be available to the Owner no later than the tenth of each month.
- b. SDS sheets for all materials at the Users Facility in quantities greater than 10 gallons shall be maintained on-site by the User and be up-to-date at all times.

- c. The User shall submit to the Owner a report of the products and chemicals received, processed and wasted. The Owner will treat this list as privileged information.
- d. The Owner reserves the right to request, in writing to the User, that the User have the discharge tested for concentrations of heavy metals.

G. CALCULATION OF MONTHLY STATEMENT

- a. The User shall receive a bill from the Owner no later than the fifteenth of each month. The bill will include charges listed in this section.
- b. The User shall pay the monthly charges for the full amount discharged under each parameter listed in this section. Loads in excess of the limits stated in Section D (Effluent Limitations) are also subject to a surcharge as stated in Section H (Violations and Violation Procedures). The surcharges shall only apply to the loads that are over the applicable limits.
- c. Loads discharged will be determined by the test results of daily samples and average daily flows determined from the monthly flow records.
- d. In the absence of daily test results, approximate daily values will be calculated based on test results from periods of similar product handling, and average daily flows determined from the monthly flow records.
- e. The following is the formula for calculating the monthly charges. Surcharges are listed in Section H (Violations and Violation Procedures).
 - i. Flow: $\$7.92/1000 \times \text{total gallons for month per outflow meter}$
Example: If total flow for a month is 480,000 gallons, the charge is: $\$7.92/1000 \text{ gal} * 480,000 \text{ gal} = \$3,801.60$
 - ii. BOD₅: $\$7.20/\text{ppd BOD}_5 \times 30\text{-day average BOD}_5 \text{ (ppd)}$
Example: If 30-day average BOD₅ for a month is 114 ppd the charge is: $\$7.20/ \text{ppd} * 114 \text{ ppd} = \820.80
 - iii. TKN: Does not have a regular charge.
 - iv. TSS: Does not have a regular charge.
 - v. Fats-Oils-Grease (FOG): Does not have a regular charge.
 - vi. pH: Does not have a regular charge.
 - vii. Paraffin or other insoluble substances: Does not have a regular charge.
 - viii. Capital Improvement Recovery: The capital improvement recovery charge is $\$0.00$ (zero dollars and no cents).

ix. Laboratory testing of the discharge is not included in the above operation and maintenance charge. The User shall be responsible for the cost of testing.

Cost of testing to be billed to User shall be the sum of:

- (1) Third-party laboratory invoices, sample shipping costs, and
- (2) A fee of \$30/BOD₅ test conducted at the City laboratory, and
- (3) A fee of \$30/TSS test conducted at the City laboratory.

Example: If the third-party laboratory invoices total \$500.00, shipping charges total \$200.00, and the City laboratory completed 20 BOD₅ tests and 20 TSS tests in a month, the charge is: \$500.00 (lab fees) + \$200.00 (shipping) + \$30/BOD₅ test * 20 tests + \$30/TSS test * 20 tests = \$1,900.00

H. SURCHARGES

a. The User shall pay for all or a portion of any fines or penalties assessed to the Owner under the following circumstances;

- i. If the User exceeds its allocated share in any parameter and that exceedance is the direct cause of the POTW exceedance of its design characteristic (which could not be avoided by proper operation or maintenance) which causes an exceedance in its NPDES permit limitation and that violation results in the state or federal government assessment of a fine or penalty – 100% of the fine or penalty as a separate charge.
- ii. If the User is within its allocated share in any parameter and the POTE exceeds its NPDES permit limitation and that violation results in the state or federal government assessment of a fine or penalty which is not the responsibility of the operators – the User's pro rata share of User Charges and not a separate charge.

b. If the discharge is not in compliance with the limitations set forth in Section D (Effluent Limitations) of this Agreement, it shall be considered a violation of this Agreement. Violations shall be issued a surcharge as calculated in this section.

i. Flow:

1. For each day the Daily Flow exceeds the Daily Maximum Flow limit: \$1,000 Surcharge per day
2. For each month the Monthly Average Flow exceeds Monthly Average Limit: \$2,000 Surcharge per Month.

Example: If Daily Flow was 120,000 gallons one day during the month, then the surcharge is: \$1,000.

Example: If Monthly Average Flow was 80,000 gallons per day during the month, then the surcharge is: \$2,000.

- ii. BOD₅: for each day Daily Actual Load exceeds Daily Maximum Load:
\$2.00/lb BOD₅ x (Daily Actual BOD₅ (ppd)- Daily Maximum BOD₅ (ppd)) or
\$100/occurrence minimum surcharge.

Example 1: If Daily Actual BOD₅ load exceeded the limit twice during a month and the daily values were 500 lbs and 362 lbs, the surcharge is:
 $\$2.00/\text{lb} * (500 \text{ ppd} - 360 \text{ ppd limit}) (\text{first day}) + \$2.00/\text{lb} * (362 \text{ ppd} - 360 \text{ ppd limit}) = \text{\$284.00}$ ~~\\$284.00~~ \$380.00 minimum applies for second day.

Example 2: If Daily Actual BOD₅ load exceeded the limit twice during a month and the daily values were 365 lbs and 362 lbs, the surcharge is:
 $\$2.00/\text{lb} * (365 \text{ lb} - 360 \text{ lb limit}) (\text{first day}) + \$2.00/\text{lb} * (362 \text{ lb} - 360 \text{ lb limit}) (\text{second day}) = \text{\$44.00}$ ~~\\$44.00~~ \$200.00 minimum applies.

- iii. BOD₅: for each month the Actual Monthly Average Load exceeds 30-Day Average Limit: \$2.00/lb BOD₅ (Actual 30-day Average BOD₅(ppd) – 30-Day Average Limit BOD₅(ppd)) x (30 days/month)

Example: If Monthly Average BOD₅ load is 300 ppd for the month, the surcharge is: $\$2.00/\text{lb} * (300 \text{ ppd avg} - 250 \text{ ppd avg limit}) * 30 \text{ days/month} = \text{\$3,000.00}$.

- iv. TKN: for each day Daily Actual Load exceeds Daily Maximum Load:
\$2.00/lb TKN x (Daily Actual TKN (ppd)- Daily Maximum TKN (ppd)) or
\$100/occurrence minimum surcharge.

Example 1: If Daily Actual TKN load exceeded the limit twice during a month and the daily values were 200 lbs and 80 lbs, the surcharge is:
 $\$2.00/\text{lb} * (200 \text{ ppd} - 20 \text{ ppd limit}) (\text{first day}) + \$2.00/\text{lb} * (80 \text{ ppd} - 20 \text{ ppd limit}) (\text{second day}) = \text{\$480.00}$.

Example 2: If Daily Actual TKN load exceeded the limit twice during a month and the daily values were 28 lbs and 22 lbs, the surcharge is:
 $\$2.00/\text{lb} * (28 \text{ ppd} - 20 \text{ ppd limit}) (\text{first day}) + \$2.00/\text{lb} * (22 \text{ ppd} - 20 \text{ ppd limit}) (\text{second day}) = \text{\$20.00}$ ~~\\$20.00~~ \$200.00 minimum applies.

- v. TKN: for each month the Actual Monthly Average Load exceeds 30-Day Average Limit: \$2.00/lb TKN (Actual 30-day Average TKN(ppd) – 30-Day Average Limit TKN(ppd)) x (30 days/month)

Example: If Monthly Average TKN load is 19 ppd for the month, the surcharge is:
 $\$2.00/\text{lb} * (19 \text{ ppd avg} - 13 \text{ ppd avg limit}) * 30 \text{ days/month} = \text{\$360.00}$.

- vi. TSS: for each day Daily Actual Load exceeds Daily Maximum Load:
\$2.00/lb TSS x (Daily Actual TSS (ppd)- Daily Maximum TSS (ppd)), or
\$100/occurrence minimum surcharge

Example 1: If Daily Actual TSS load exceeded the limit twice during a month and the daily values were 350 lbs and 380 lbs, the surcharge is:
 $\$2.00/\text{lb} * (350 \text{ ppd} - 300 \text{ ppd limit}) (\text{first day}) + \$2.00/\text{lb} * (380 \text{ ppd} - 300 \text{ ppd limit}) (\text{second day}) = \$260.00.$

Example 2: If Daily Actual TSS load exceeded the limit twice during a month and the daily values were 310 lbs and 320 lbs, the surcharge is:
 $\$2.00/\text{lb} * (310 \text{ ppd} - 300 \text{ ppd limit}) (\text{first day}) + \$2.00/\text{lb} * (320 \text{ ppd} - 300 \text{ ppd limit}) (\text{second day}) = \60.00 \$200.00 minimum applies.

- vii. TSS: for each month the Actual Monthly Average Load exceeds 30-Day Average Limit: $\$2.00/\text{lb TSS (Actual 30-day Average TSS(ppd)) - 30-Day Average Limit TSS (ppd)} \times (30 \text{ days/month})$

Example: If Monthly Average TSS load is 300 ppd for the month, the surcharge is:
 $\$2.00/\text{lb} * (300 \text{ ppd avg} - 220 \text{ ppd avg limit}) \times 30 \text{ days/month} = \$4,800.00.$

- viii. FOG: Both concentration (mg/L) and load (ppd) limits apply. Surcharges may be assessed for both if both are over the limits.

For each day Daily Actual Load exceeds Daily Maximum Load:

$\$2.00/\text{lb FOG} \times (\text{Daily Actual FOG (ppd)} - \text{Daily Maximum FOG (ppd)})$, or
\$100/occurrence minimum surcharge

Example 1: If Daily Actual FOG load exceeded the limit twice during a month and the daily values were 300 lbs and 250 lbs, the surcharge is:
 $\$2.00/\text{lb} * (300 \text{ ppd} - 84 \text{ ppd limit}) (\text{first day}) + \$2.00/\text{lb} * (250 \text{ ppd} - 84 \text{ ppd limit}) (\text{second day}) = \$764.00.$

Example 2: If Daily Actual FOG load exceeded the limit twice during a month and the daily values were 90 lbs and 85 lbs, the surcharge is:
 $\$2.00/\text{lb} * (90 \text{ ppd} - 84 \text{ ppd limit}) (\text{first day}) + \$2.00/\text{lb} * (85 \text{ ppd} - 84 \text{ ppd limit}) (\text{second day}) = \14.00 \$200.00 minimum applies.

For each day Daily Actual Concentration exceeds Daily Maximum Concentration:

$\$2.00/\text{mg/L FOG} \times (\text{Daily Actual FOG (mg/L)} - \text{Daily Maximum FOG (mg/L)})$, or \$100/occurrence minimum surcharge

Example 1: If Daily Actual FOG concentration exceeded the limit twice during a month and the daily values were 300 mg/L and 250 mg/L, the surcharge is:
 $\$2.00/\text{mg/L} * (300 \text{ mg/L} - 150 \text{ mg/L limit}) (\text{first day}) + \$2.00/\text{mg/L} * (250 \text{ mg/L} - 150 \text{ mg/L limit}) (\text{second day}) = \$500.00.$

Example 2: If Daily Actual FOG concentration exceeded the limit twice during a month and the daily values were 160 mg/L and 155 mg/L, the surcharge is:
 $\$2.00/\text{mg/L} * (160 \text{ mg/L} - 150 \text{ mg/L limit}) (\text{first day}) + \$2.00/\text{mg/L} * (155 \text{ mg/L} - 150 \text{ mg/L limit}) (\text{second day}) = \30.00 \$200.00 minimum applies.

ix. FOG: Both concentration (mg/L) and load (ppd) limits apply. Surcharges may be assessed for both if both are over the limits.

For each month the Actual Monthly Average Load exceeds 30-Day

Average Limit: $\$2.00/\text{lb FOG (Actual 30-day Average FOG(ppd) - 30-Day Average Limit FOG (ppd))} \times (30 \text{ days/month})$

Example: If Monthly Average FOG load is 90 ppd for the month, the surcharge is: $\$2.00/\text{lb} * (90 \text{ ppd avg} - 56 \text{ ppd avg limit}) \times 30 \text{ days/month} = \$2,040.00.$

For each month the Monthly Average Actual Concentration exceeds Monthly Maximum Concentration:

$\$2.00/\text{mg/L FOG} \times (\text{Monthly Actual FOG (mg/L)} - \text{Monthly Maximum FOG (mg/L)})$, or \$100/occurrence minimum surcharge

Example 1: If Monthly Actual FOG concentration was 500 mg/L for the month, the surcharge is:
 $\$2.00/\text{mg/L} * (500 \text{ mg/L} - 150 \text{ mg/L limit}) = \$700.00.$

Example 2: If Monthly Actual FOG concentration was 160 mg/L for the month, the surcharge is:
 $\$2.00/\text{mg/L} * (160 \text{ mg/L} - 150 \text{ mg/L limit}) = \text{\$20.00}$ \$100.00 minimum applies.

x. pH: A surcharge for each instance of violation for over five (5) minutes shall apply:

1. \$500/violation lasting less than fifteen (15) consecutive minutes but more than five (5) minutes.
2. \$2,000/violation lasting more than fifteen (15) consecutive minutes.
3. A daily maximum will be considered when multiple short-term violations occur to encourage remedies to be implemented as soon as possible.

xi. Paraffin, FOG or other materials that would adhere to the Sanitary Sewer System: A surcharge of \$2,000/day for each instance of violation shall apply. The appearance of paraffin or other insoluble substances will be determined by visual observation by City staff. City staff shall decide whether the substances originate from the User's facility after making reasonable efforts to observe the condition of the sewer collection system and POTW. The City will charge cleanup costs associated with removing paraffin, FOG or other deposits from the sanitary sewer directly to the User.

- c. If a spill or accidental discharge occurs because the Spill Prevention Plan as discussed in Section I was not followed, a surcharge of \$2,000/day shall apply.
- d. If damages to the sanitary sewer collection system or POTW or private property are caused by the User's discharge, an additional surcharge will apply that is equal to the costs incurred by the Owner to correct any deficiency and/or repair any damages.
- e. If the monthly monitoring report is not received by the Owner by the tenth day of each month, the User shall notify the Owner to explain reasons for lateness, at which time the Owner may choose to assess a surcharge not to exceed \$500. Each subsequent day on which the report is not received shall be subject to an additional surcharge of \$100/day.
- f. If the records are not supplied in the monthly report corresponding to the requirements of Section F a surcharge of \$1,000/day will be applied for each day in the records that do not conform to the requirements.
- g. In the event that either the flow or pH monitoring or sampling equipment owned and operated by the User is out of service for longer than 48 hours the Owner may elect to temporarily assume the flow or monitoring duties until the User's equipment is returned to service, with all costs associated with the temporary monitoring program billed to the User.
- h. The Owner will charge the User a surcharge of \$100/day in lieu of the calculated surcharge if the calculated surcharge for any of the above items is less than \$100/day,
- i. The Owner may charge the User a surcharge of \$100/day if the pH meter is not operational within the timeframe stated under Section E (Monitoring).

I. SPILL PREVENTION

An updated spill prevention plan is attached as Exhibit 1.

J. ACCIDENTAL DISCHARGES

The User shall notify the Owner immediately upon discovery via telephone upon having a slug or accidental discharge of substance or wastewater in violation of this Agreement in order to enable counter measures to be taken by the Owner to minimize damage to the wastewater treatment facilities and receiving waters. Telephone the

Public Works Director or Sewer Superintendent at 563-547-3101 or 563-547-2424 (After-Hours - Law Enforcement Center). Accidental discharges resulting from a failure to comply with the Spill Prevention Plan as described in Section I shall result in a surcharge. Failure to notify the Owner of such a discharge shall result in a double surcharge. Such notification shall not relieve the User for any liability described in the terms of this Agreement.

K. SUSPENSION OF AGREEMENT

- a. In the event that there are more than twelve (12) violations in any 365 day period, the Owner may order that the User cease its exceedances of allocated share limits within thirty (30) days and if not corrected within such time period may order the User to suspend any further discharge pursuant to this agreement until corrected.
- b. In the event that any violation exceeds the stated applicable limits by more than 25%, the User shall, within thirty (30) days, submit to the Owner a compliance plan to prevent further such exceedances. The compliance plan shall be submitted to the Owner within thirty (30) days after notice of such violation. If an acceptable compliance plan is not submitted to the Owner within this time limit the Owner may order the User to suspend any further discharge pursuant to this Agreement until the User complies with this provision.
- c. The Owner may revoke this Agreement if the User fails to factually report the discharge constituents and characteristics; fails to report significant changes in discharge constituents and characteristics; refuses reasonable access to its premises for the purposed of inspection and monitoring; or violates conditions of the Agreement, the applicable municipal ordinances, or applicable State and Federal regulations.
- d. If the provisions of this agreement are not followed to the satisfaction of the Owner, the Owner may install a plug in the User's sanitary sewer outfall to block all sanitary sewer discharge to the public sewer system for a minimum period of thirty (30) days. During this time the User will be responsible for hauling and disposal of its wastes. The Owner may keep the sewer plugged until the User responds satisfactorily to the deficiencies noted by the Owner. Owner will provide written notice to User twenty (20) prior to installing a plug.
- e. The user will pay all outstanding penalties and fines before the agreement begins.

- f. Any penalties and fines incurred during the tenure of the agreement will be added to the utility bill. If utility bills are not paid, the Owner may discontinue service to the User.

L. NOTIFICATION OF VIOLATION

In the event of a violation of this Agreement, the Owner shall notify the User through a letter separate from the monthly bill. The User shall have 20 days to appeal the violation. Said appeal must be addressed to the City Public Works Director in writing.

This agreement is entered into and agreed upon by the City of Cresco and Cresco Food Technologies LLC, Inc. on this ____ day of _____, 2021.

CRESCO FOOD TECHNOLOGIES LLC

By _____
Site Manager Tom Watson

CITY OF CRESCO, IOWA

By _____
Mayor Mark Bohle

ATTEST:

By _____
City Clerk Michelle Elton

EXHIBIT 1

SPILL PREVENTION PLAN

May 24, 2019 Update

In accordance with the agreement between the City of Cresco and Cresco Food Technologies LLC spill prevention as part of sewer agreement the following is the updated plan:

1. CFT (User) has" put plans/procedures in place" on how to handle spills and still be in compliance to FDA regulations as a food manufacturer and in compliance to sewer limits set by city of Cresco (Owner).
2. For small spills, User has spill cleanup containers stocked with drain covers, absorbent pads and pads to direct flow. User has 2 - 55 gallon and 3 - 5 gallon containers fully stocked and inspected monthly.
3. Drain plugs and covers are available and used when applicable. User uses water on pump seals and Homogenizer valves for cooling and keeping seals from wearing out which would cause leaking and damage to equipment. Standing pools of water is not acceptable in food manufacturing per FDA regulations for fear of listeria contamination.
4. Emergency Stops in all areas in case of spill to direct flow to Digester Nutrient tanks to be trucked away from facility. User currently has 2 - 5,500 gallon tanks in place.
5. To control Selenium discharge, User has directed drains from that production area to the digester nutrient tanks for removal from facility. User also directs first wash from other equipment to a different tank which could be high in BOD to help with BOD levels to the Owner.
6. User has installed a 2nd pit in sewer so Owner can better monitor and record flow and pH levels. Part of this system is a pH adjustment tank to automatically adjust pH so User stays in compliance with Owner pH parameters. Gate closes when not in that range. If a spill were to occur outside pH range, gate would close and send to pH adjustment tank. pH probes are calibrated every 2 weeks.
7. Area where hydrogenated fats/oils or waxes are produced the drains have all been welded shut to prevent and material from going down drains and plugging them.
8. Owner will be contacted if accidental spill occurs in a timely manner and a corrective action will be done and sent to Owner.
9. User has, and will continue to, work closely with Owner as things change or things need attention.